

HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

Civil Revision Application No.268 of 2024
Civil Revision Application No.270 of 2024
Civil Revision Application No.271 of 2024

Civil Revision Application No.269 of 2024
Civil Revision Application No.264 of 2024

Present: Justice Jawad Akbar Sarwana

Civil Revision Application No.268 of 2024

Applicant : Boulevard Limited (formerly Hero Construction Ltd.) through Mr. Ayatullah Khuwaja, Advocate

Respondent No.1 : Sakina Memon w/o Abdul Rehman Memon through attorney Ali Reza Memon s/o Abdul Rehman Memon through Mr. Abdul Samad Qureshi, Advocate

Respondent No.2 : Sub-Registrar Taluka Latifabad through Mr. Wali Muhammad Jamari, Assistant A.G. Sindh

Respondent No.3 : Regional Director, Sindh Building Control Authority. Nemo.

Civil Revision Application No.270 of 2024

Applicant : Boulevard Limited (formerly Hero Construction Ltd.) through Mr. Ayatullah Khuwaja, Advocate

Respondent No.1 : Sakina Memon w/o Abdul Rehman Memon through attorney Ali Reza Memon s/o Abdul Rehman Memon through Mr. Abdul Samad Qureshi, Advocate

Respondent No.2 : Sub-Registrar Taluka Latifabad through Mr. Wali Muhammad Jamari, Assistant A.G. Sindh

Respondent No.3 : Regional Director, Sindh Building Control Authority. Nemo.

Civil Revision Application No.271 of 2024

Applicant : Boulevard Limited (formerly Hero Construction Ltd.) through Mr. Ayatullah Khuwaja, Advocate

- Respondent No.1 : Abdul Rehman Memon s/o Abdul Wahid through attorney Ali Reza Memon s/o Abdul Rehman Memon through Mr. Abdul Samad Qureshi, Advocate
- Respondent No.2 : Sub-Registrar Taluka Latifabad through Mr. Wali Muhammad Jamari, Assistant A.G. Sindh
- Respondent No.3 : Regional Director, Sindh Building Control Authority. Nemo.

Civil Revision Application No.269 of 2024

- Applicant : Boulevard Limited (formerly Hero Construction Ltd.) through Mr. Ayatullah Khuwaja, Advocate
- Respondent No.1 : Ghazala Akhtar s/o Muhammad Farhat Kamal through attorney Najam Nizam s/o Nizamuddin through Mr. Abdul Samad Qureshi, Advocate
- Respondent No.2 : Sub-Registrar Taluka Latifabad through Mr. Wali Muhammad Jamari, Assistant A.G. Sindh
- Respondent No.3 : Regional Director, Sindh Building Control Authority. Nemo.

Civil Revision Application No.264 of 2024

- Applicant : Ghazala Akhtar s/o Muhammad Farhat Kamal through attorney Najam Nizam s/o Nizamuddin through Mr. Abdul Samad Qureshi, Advocate
- Respondent No.1 : Boulevard Limited (formerly Hero Construction Ltd.) through Mr. Ayatullah Khuwaja, Advocate
- Respondent No.2 : Speed (Pvt.) Ltd. through its Managing Director / CEO. Nemo
- Respondent No.3 : Sub-Registrar Taluka Latifabad through Mr. Wali Muhammad Jamari, Assistant A.G. Sindh
- Date of hearings : 15.12.2025, 19.12.2025, 24.12.2025, and 29.12.2025
- Date of Consolidated Judgment without reasons : **02.01.2026**

CONSOLIDATED JUDGMENT

JAWAD AKBAR SARWANA, J: For reasons to follow/to be recorded, the following civil revision applications:

R-I. Civil Revision Nos.268/2024 filed by Boulevard Ltd.

impugning the 7th Additional District Judge, Hyderabad's consolidated appellate Judgment dated 12.07.2024, and Decree dated 13.07.2024,¹ passed in

(i) Civil Appeal No.261/2023 (Mst. Sakina Memon v. M/s Boulevard Ltd. and 2 Others), and Civil Appeal No.268 of 2023 (M/s Boulevard Ltd. v. Mst. Sakina Memon and 2 Others),²

arising out of F.C. Suit No.1316/2020 (Re: Mst. Sakina Memon v. M/s Boulevard Ltd. and two others),³ judgment and decree dated 22.11.2023,⁴ passed by the 6th Senior Civil Judge, Hyderabad

concerning Shop No.G-151, measuring 182 sq.ft., ground floor, Boulevard Mall, Auto Bhan Road, Hyderabad in F.C. Suit No.1316/2020;

R-II. Civil Revision No.270/2024 filed by Boulevard Ltd.

impugning the 7th Additional District Judge, Hyderabad's consolidated appellate Judgment dated 12.07.2024, and Decree dated 13.07.2024,⁵ passed in

(ii) Civil Appeal No.262/2023 (Mst. Sakina Memon v. M/s Boulevard Ltd. and 2 Others) and Civil Appeal No.269 of 2023 (M/s Boulevard Ltd. v. Mst. Sakina Memon and 2 Others),⁶

arising out of F.C. Suit No.1317/2020 (Re: Mst. Sakina Memon v. M/s Boulevard Ltd. and two others),⁷ judgment

¹ Available on pages 25 to 45 in Civil Revision No.268/2024

² Memo of Appeal No.268/2023 available on pages 47 to 71 in Civil Revision No.268/2024

³ Complaint filed in FC Suit No.1316/2020 available on pages 107 to 121 in Civil Revision No.268/2024

⁴ FC Suit No.1316/2020 judgment and decree available on pages 73 to 105 in Civil Revision No.268/2024

⁵ Available on pages 25 to 45 in Civil Revision No.270/2024

⁶ Memo of Appeal No.269/2023 available on pages 47 to 75 in Civil Revision No.270/2024

⁷ Complaint filed in FC Suit No.1317/2020 available on pages 111 to 125 in Civil Revision No.270/2024

and decree dated 23.11.2023,⁸ passed by the 6th Senior Civil Judge, Hyderabad

concerning Shop No.G-150, measuring 182 sq.ft., ground floor, Boulevard Mall, Auto Bhan Road, Hyderabad in F.C. Suit No.1317/2020;

R-III. Civil Revision No.271/2024 filed by Boulevard Ltd.

impugning the 7th Additional District Judge, Hyderabad's consolidated appellate Judgment dated 12.07.2024, and Decree dated 13.07.2024,⁹ passed in

(iii) Civil Appeal No.263/2023 (Abdul Rehman Memon v. M/s Boulevard Ltd. and 2 Others) and Civil Appeal No.270 of 2023 (M/s Boulevard Ltd. v. Abdul Rehman Memon and 2 Others),¹⁰

arising out of F.C. Suit No.1318/2020 (Re: Abdul Rehman Memon v. M/s Boulevard Ltd. and two others),¹¹ judgment and decree dated 25.11.2023,¹² passed by the 6th Senior Civil Judge, Hyderabad

concerning Shop No.BA/S-551, measuring 30. sq.ft., ground floor, Boulevard Mall, Auto Bhan Road, Hyderabad in F.C. Suit No.1318/2020;

R-IV. Civil Revision No.269/2024 filed by Boulevard Ltd.

impugning the 7th Additional District Judge, Hyderabad's consolidated appellate Judgment dated 12.07.2024, and Decree dated 13.07.2024,¹³ passed in

(iv) Civil Appeal No.255/2023 (Mst. Ghazala Akhtar v. M/s Boulevard Ltd. and 2 Others) and Civil Appeal No.267 of 2023 (M/s Boulevard Ltd. v. Mst. Ghazala Akhtar and 2 Others),¹⁴

arising out of F.C. Suit No.445/2020 (Re: Mst. Ghazala Akhtar v. M/s Boulevard Ltd. and two others),¹⁵ judgment

⁸ FC Suit No.1317/2020 judgment and decree available on pages 77 to 109 in Civil Revision No.270/2024

⁹ Available on pages 25 to 43 in Civil Revision No.271/2024

¹⁰ Memo of Appeal No.270/2023 available on pages 45 to 67 in Civil Revision No.271/2024

¹¹ Complaint filed in FC Suit No.1318/2020 available on pages 107 to 121 in Civil Revision No.271/2024

¹² FC Suit No.1318/2020 judgment and decree available on pages 69 to 103 in Civil Revision No.271/2024

¹³ Available on pages 25 to 43 in Civil Revision No.269/2024

¹⁴ Memo of Appeal No.267/2023 available on pages 45 to 69 in Civil Revision No.269/2024

¹⁵ Complaint filed in FC Suit No.445/2020 available on pages 103 to 115 in Civil Revision No.269/2024

and decree dated 21.11.2023,¹⁶ passed by the 6th Senior Civil Judge, Hyderabad

concerning Shop No.G-48, measuring 259 sq.ft., ground floor, Boulevard Mall, Auto Bhan Road, Hyderabad in F.C. Suit No.445/2020;

R-V. Civil Revision No.264/2024 filed by Ghazala Akhtar

impugning the 7th Additional District Judge, Hyderabad's consolidated appellate Judgment dated 12.07.2024, and Decree dated 13.07.2024,¹⁷ passed in

(v) Civil Appeal No.255/2023 (Mst. Ghazala Akhtar v. M/s Boulevard Ltd. and 2 Others),¹⁸ and Civil Appeal No.267 of 2023 (M/s Boulevard Ltd. v. Mst.Ghazala Akhtar and 2 Others),¹⁹

arising out of F.C. Suit No.445/2020 (Re: Mst. Ghazala Akhtar v. M/s Boulevard Ltd. and two others),²⁰ judgment and decree dated 21.11.2023,²¹ passed by the 6th Senior Civil Judge, Hyderabad,

concerning Shop No.G-48, measuring 259 sq.ft., ground floor, Boulevard Mall, Auto Bhan Road, Hyderabad in F.C. Suit No.445/2020;

are disposed of in the following terms:

- I. The trial Court's judgment and decree dated 22.11.2023 in F.C. Suit No.1316/2020 (and the appellate judgment and decree upholding the trial Court's said judgment and decree) impugned in Revision No.268/2024 (R-1 above), is modified as follows:

The suit is decreed without cost, and plaintiff/Mst. Sakina Memon is entitled to the following reliefs:-

¹⁶ FC Suit No.445/2020 judgment and decree available on pages 71 to 101 in Civil Revision No.269/2024

¹⁷ Available on pages 17 to 37 in Civil Revision No.264/2024

¹⁸ Memo of Appeal No.255/2023 available on pages 39 to 49 in Civil Revision No.264/2024

¹⁹ Memo of Appeal No.267/2023 available on pages 51 to 77 in Civil Revision No.264/2024

²⁰ Complaint filed in FC Suit No.445/2020 available on pages 79 to 91 in Civil Revision No.264/2024

²¹ FC Suit No.445/2020 judgment and decree available on pages 127 to 157 in Civil Revision No.264/2024

- a) The defendant no.1/Boulevard Ltd., is directed to refund Rs.47,32,000/- with an additional sum of Rs.500,000/- to the plaintiff (total Rs.52,32,000/-) within thirty days (from the date of announcement of the trial Court's judgment and decree), failing which markup of 15% per annum shall be incurred on the said total amount from the date of the announcement of the judgment by the trial Court till realization of the amount.
- b) Once the amount, as in paras (a), (c) and (c1) herein, are paid by defendant no.1, the agreement between the plaintiff and defendant no.1 with respect to the purchase of Shop No.G-151, consisting of an area of 182 sq.ft., in the Shopping Mall shall stand cancelled, and defendant no.1 shall be entitled to deal with the said area as the sole and exclusive owner thereof.
- c) The defendant no.1 is directed to pay Rs. 425,421/- for the six months from October 2019 to March 2020, as the arrears of rent/profit to the plaintiff (as per the prayer clause) within thirty days from the date of announcement of the judgment in the said suit, failing which a markup of 15% per annum shall be incurred on the said amount from the date of announcement of the trial Court's judgment and decree in the said suit till realisation of the amount.
- c1) Based on the above six months rate, as in (c) above, until the defendant has refunded to the plaintiff, the total sum of Rs.52,32,000/- plus, in case of non-payment of the said total sum and mark-up of 15% per annum, as in (a) above, and, until such time that the agreement is deemed to be operative and not cancelled in terms of (b) above by the defendant no.1, then defendant no.1 is directed to continue to pay to the plaintiff, an additional sum of

Rs.425,421/- for every six monthly cycle commencing from April 2020 onwards until compliance with (b) above.

- d) The defendant no.1 is directed to pay Rs.500,000/- compensation to the plaintiff within thirty days from the date of announcement of the trial Court's judgment and decree, failing which a markup of 15% per annum shall be incurred on the said amount till realisation of the amount.

II. The trial Court's judgment and decree dated 23.11.2023 in F.C. Suit No.1317/2020 (and the appellate judgment and decree upholding the trial Court's said judgment and decree) impugned in Revision No.270/2024 (R-II above) is modified as follows:

The suit is decreed without cost, and plaintiff/Mst. Sakina Memon is entitled to the following reliefs:-

- e) The defendant no.1/Boulevard Ltd., is directed to refund Rs.47,32,000/- with an additional sum of Rs.500,000/- to the plaintiff (total Rs.52,32,000/-) within thirty days (from the date of announcement of the trial Court's judgment and decree), failing which markup of 15% per annum shall be incurred on the said total amount from the date of the announcement of the judgment by the trial Court till realization of the amount.
- f) Once the amount, as in paras II(e), II(g) and II(g1) herein, are paid by defendant no.1, the agreement between the plaintiff and defendant no.1 with respect to the purchase of Shop No.G-150, consisting of an area of 182 sq.ft., in the Shopping Mall shall stand cancelled, and defendant no.1 shall be entitled to deal with the said area as the sole and exclusive owner thereof.

- g) The defendant no.1 is directed to pay Rs. 425,421/- for the nine (9) months from October 2019 to June 2020, as the arrears of rent/profit to the plaintiff (as per the prayer clause) within thirty days from the date of announcement of the judgment in the said suit, failing which a markup of 15% per annum shall be incurred on the said amount from the date of announcement of the trial Court's judgment and decree till realisation of the amount.
- g1) Based on the above nine (9) months rate, as in II(g) above, until the defendant has refunded to the plaintiff, the total sum of Rs.52,32,000/- plus, in case of non-payment of the said total sum and mark-up of 15% per annum, as in II(e) above, and, until such time that the agreement is deemed to be operative and not cancelled in terms of II(f) above by the defendant no.1, then defendant no.1 is directed to continue to pay to the plaintiff, an additional sum of Rs.425,421/- for every nine (9) months monthly cycle commencing from July 2020 onwards until compliance with II(f) above.
- h) The defendant no.1 is directed to pay Rs.500,000/- compensation to the plaintiff within thirty days from the date of announcement of the trial Court's judgment and decree, failing which a markup of 15% per annum shall be incurred on the said amount till realisation of the amount.
- III. The trial Court's judgment and decree dated 25.11.2023 in F.C. Suit No.1318/2020 (and the appellate judgment and decree upholding the trial Court's said judgment and decree) impugned in Revision No.271/2024 (R-III above) is modified as follows:

The suit is decreed without cost, and plaintiff/Abdul Rehman Memon, is entitled to the following reliefs:-

- i) The defendant no.1/Boulevard Ltd., is directed to refund Rs.20,50,000/- with an additional sum of Rs.500,000/- to the plaintiff (total Rs.25,50,000/-) within thirty days (from the date of announcement of the trial Court's judgment and decree), failing which markup of 15% per annum shall be incurred on the said total amount from the date of the announcement of the judgment by the trial Court till realization of the amount.
- j) Once the amount, as in paras III(i), III(k) and III(k1) herein, are paid by defendant no.1, the agreement between the plaintiff and defendant no.1 with respect to the purchase of Shop No.BA/s-551, consisting of an area of 30 sq.ft., in the Shopping Mall shall stand cancelled, and defendant no.1 shall be entitled to deal with the said area as the sole and exclusive owner thereof.
- k) The defendant no.1 is directed to pay Rs. 192,600/- for the 12 months from October 2019 to September 2020, as the arrears of rent/profit to the plaintiff (as per the prayer clause) within thirty days from the date of announcement of the judgment in the said suit, failing which a markup of 15% per annum shall be incurred on the said amount from the date of announcement of the trial Court's judgment and decree till realisation of the amount.
- k1) Based on the above 12 months rate, as in III(k) above, until the defendant has refunded to the plaintiff, the total sum of Rs.25,50,000/- plus, in case of non-payment of the said total sum and mark-up of 15% per annum, as in III(i) above, and, until such time that the agreement is deemed to be operative and not cancelled in terms of III(j) above by the defendant no.1, then defendant no.1 is directed to

continue to pay to the plaintiff, an additional sum of Rs.192,600/- for every 12 months monthly cycle commencing from October 2020 onwards until compliance with III(j) above.

- l) The defendant no.1 is directed to pay Rs.500,000/- compensation to the plaintiff within thirty days from the date of announcement of the trial Court's judgment and decree, failing which a markup of 15% per annum shall be incurred on the said amount till realisation of the amount.

IV&V The trial Court's judgment and decree dated 25.11.2023 in F.C. Suit No.445/2020 (and the appellate judgment and decree upholding the trial Court's said judgment and decree) impugned in Revision Nos.269/2024 and 264/2024 (R-IV and R-V above) is modified as follows:

The suit is decreed without cost, and plaintiff/Ms. Ghazala Akhtar is entitled to the following reliefs:-

- m) The defendant no.1/Boulevard Ltd., is directed to refund Rs.28,49,500/- with an additional sum of Rs.500,000/- to the plaintiff (total Rs.33,49,000/-) within thirty days (from the date of announcement of the trial Court's judgment and decree), failing which markup of 15% per annum shall be incurred on the said total amount from the date of the announcement of the judgment by the trial Court till realization of the amount.
- n) Once the amount, as in paras IV&V (m), (o) and (o1) herein, are paid by defendant no.1/Boulevard Ltd., the agreement between the plaintiff and defendant no.1/Boulevard Ltd. with respect to the purchase of Shop No.G-48, consisting of an area of 259 sq.ft., in the Shopping Mall shall stand

cancelled, and defendant no.1/Boulevard Ltd. shall be entitled to deal with the said area as the sole and exclusive owner thereof.

- o) The defendant no.1/Boulevard Ltd. is directed to pay Rs. 414,114/- for the six months from October 2019 to March 2020, as the arrears of rent/profit to the plaintiff (as per the prayer clause) within thirty days from the date of announcement of the judgment in the said suit, failing which a markup of 15% per annum shall be incurred on the said amount from the date of announcement of the trial Court's judgment and decree till realisation of the amount.
- o1) Based on the above six months rate, as in paras IV&V (o) above, until the defendant no.1/Boulevard Ltd. has refunded to the plaintiff, the total sum of Rs.33,49,000/- plus, in case of non-payment of the said total sum and mark-up of 15% per annum, as in paras IV&V (m) above, and, until such time that the agreement is deemed to be operative and not cancelled in terms of paras IV&V (n) above by the defendant no.1/Boulevard Ltd., then defendant no.1/Boulevard Ltd. is directed to continue to pay to the plaintiff, an additional sum of Rs.414,114/- for every six months monthly cycle commencing from April 2020 onwards until compliance with paras IV&V (n) above.
- p) The defendant no.1/Boulevard Ltd. is directed to pay Rs.500,000/- compensation to the plaintiff within thirty days from the date of announcement of the trial Court's judgment and decree, failing which a markup of 15% per annum shall be incurred on the said amount till realisation of the amount.

JUDGE